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|---|-------------------------------|
| 1. REQUISITION NUMBER | PAGE 1 OF |
| 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
| b. TELEPHONE NUMBER <i>(No collect calls)</i> | 8. OFFER DUE DATE/ LOCAL TIME |

| | | | | |
|---|-------------------------|-----------------|---|-------------------------------|
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
| 7. FOR SOLICITATION INFORMATION CALL:  | a. NAME | | b. TELEPHONE NUMBER <i>(No collect calls)</i> | 8. OFFER DUE DATE/ LOCAL TIME |

| | | |
|--------------|------|--|
| 9. ISSUED BY | CODE | 10. THIS ACQUISITION IS |
| | | <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) |
| | | NAICS: SIZE STANDARD: |

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|--|--------------------|--|---|
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |
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|----------------|------|---------------------|------|
| 15. DELIVER TO | CODE | 16. ADMINISTERED BY | CODE |
|----------------|------|---------------------|------|

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|-----------------------------|------|--|------------------|--|------------------------------|------|--|
| 17a. CONTRACTOR/ OFFEROR | CODE | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY | CODE | |
|-----------------------------|------|--|------------------|--|------------------------------|------|--|

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| TELEPHONE NO. | | | |
| <input type="checkbox"/> 17b. | CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 18b. | SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|--------------------------------------|-----------------|-------------|-------------------|---------------|
| <div style="text-align: right; margin-bottom: 5px;"> <input type="checkbox"/> SEE REVERSE </div> <div style="text-align: center;"> <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> </div> | | | | | |

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| 25. ACCOUNTING AND APPROPRIATION DATA | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) |
|---------------------------------------|---|

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| | 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | ARE | ARE NOT ATTACHED |
| | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA | ARE | ARE NOT ATTACHED |

| | |
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| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |
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|--------------------------------------|--|
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) |
|--------------------------------------|--|

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|--|------------------|---|------------------|
| 30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>) | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>) | 31c. DATE SIGNED |
|--|------------------|---|------------------|

SECTION B
SUPPLIES OR SERVICES AND PRICE/COST

| ITEM NO. | SUPPLIES/SERVICES | QTY | UNIT | UNIT-PRICE | AMOUNT |
|----------|---|-----|------|------------|--------------------------------|
| 0001 | PREVENTIVE MAINTENANCE I.A.W.SOW B.2.7.a | 1 | EA | | |
| 0002 | REMEDIAL/REPAIR MAINTENANCE I.A.W. SOW B.2.7.b, B.2.7.c | | | | ESTIMATED <u>\$8,880.00</u> |
| 0003 | PARTS/MATERIALS I.A.W. SOW B.2.9 | | | | ESTIMATED <u>\$5,000.00</u> |

TOTAL AMOUNT:

NOTE: THE ABOVE LABOR HOURS AND PARTS/MATERIALS ARE ESTIMATED ONLY.
PAYMENT IS BASED ON THE ACTUAL HOURS OR SERVICES PERFORMED AND
PARTS/MATERIALS USED FOR CLINS 0002 & 0003.

B.2 STATEMENT OF WORK (SOW)- NICE Recording System

B.2.1 General

The Contractor shall furnish all labor, tools, supplies, repair parts, filters, etc., to perform a timely and effective preventive maintenance (PM), and service calls for repair service when required, for the Neptune Information Collection Equipment (NICE) located at the Defense Logistics Information Service, 74 North Washington Ave., Battle Creek, MI 49017-3094

PM shall be performed as necessary. The Contractor shall schedule the specific date of performance with Contracting Officer's Representative (COR).

B.2.2 Personnel

a. The contractor shall display and document the ability to perform maintenance on all NICE Recording Equipment installed on site. Provide the Government a brief resume' of each of their technical staff. These résumé's shall, at a minimum, include the technician's name, citizenship and knowledge of the system. For security purposes, all employees of the Contractor or sub-contractors may be subject to routine background investigations in order to gain access to the Hart-Dole-Inouye Federal Center and our PBX/ADP/NICE Recording Systems.

b. The Contractor shall provide and require all Contractors' employees to wear an identification badge showing the Contractor's name and the employee's name. This badge shall be worn at all times while the individual is at the Hart-Dole-Inouye Federal Center, except when safety dictates removal of the badge. Contractor shall return all badges to the Site Security Office, prior to contract completion.

c. The Contractor shall submit to the Contracting Officer and the COR a roster of his employees which shall include the name and employment date of each employee. The Contractor shall notify the COR within two (2) working days of any changes to the roster and ensure this notification is made prior to Contractor employee entering the Hart-Dole-Inouye Federal Center.

B.2.3 Status Reporting

The Contractor shall make available to the Contracting Officer the status of any or all repair work progress upon request.

B.2.4 Operating Hours

The Contractor shall schedule all work to be accomplished between the hours of 7:30 AM to 3:00 PM, Eastern Standard Time, Monday through Friday, excluding holidays. Work that cannot be completed by 3:30 PM shall be discontinued and resumed the next day, unless approved by the COR.

B.2.5 Definitions

Preventive Maintenance (PM) - Visual and operational inspection of all operational components and any repair or adjustment necessary to ensure an operational system in accordance with Section C. This includes, but is not limited to; hard drives, Circuit boards, network interface cards (NIC) power supplies, cabling, etc.

Repair - To accomplish the operations that are authorized to restore a system to serviceable condition.

On-Site - in Government furnished facilities on Hart-Dole-Inouye Federal Center, Battle Creek, MI.

Off-Site - in Contractor furnished facilities located off of Hart-Dole Inouye Federal Center, Battle Creek, MI.

NICE Recording SYSTEM - Equipment installed for use to record agent activity, including voice and PC screen data capture, logging and all other equipment supplied by NICE for the normal day-to-day operation of the NICE.

Minor Repairs - Consist of repair or replacement of unserviceable parts, assemblies, sub-assemblies, and electrical components.

Major Repairs - Consist of repair or replacement of major components not included in minor repairs.

CLIN - "Contract Line Item Numbers". The numerical number assigned to a controlled account.

CO - "Contracting Officer". The only person authorized to approve changes effecting price to any of the requirements under this contract.

COR/CORs - "Contracting Officer's Representative". The individual designed in writing by the Contracting Officer to act as the Contracting Officer's authorized representative. The COR is also the individual designated in writing by the Contracting Officer to monitor the Contractor's performance to assure compliance with technical requirements of the contract.

B.2.6 Contractor Furnished Facilities

The Contractor shall be required to perform all repairs off-site, which are determined not feasible to repair on-site. The Contractor shall furnish facilities, labor, transportation and necessary spare parts for the repair of all equipment that is in need of off-site repair.

B.2.7 Specific Tasks

a. PM Services

Ensure that NICE Recording System and all related equipment provided by NICE Systems, Inc. are in an 'Operational Status" during the maintenance period. For the purpose of the contract, "Operational Status" is defined as: All covered equipment being on-line and operating in an alarm free, normal condition or state. "Maintenance Period" is defined as: 24 hours a day, 7 days a week, beginning 01 October 2006 and ending 30 Sept, 2007. All parts and labor are to be provided during the maintenance period.

Perform systems monitoring and diagnostic testing during the maintenance period when notified by Systems Administrator. Monitor and attempt to clear all alarm conditions via remote access within one (1) hour of the occurrence during the maintenance period. If the alarm cannot be cleared remotely and the Contractor deems the alarm/error to be critical enough to cause a system failure, they will dispatch a technician to clear the problem and return the equipment to operational status. When a critical failure occurs during the maintenance period, dispatch and correct the problem at no additional cost to the government regardless of how long the technician is on-site. Clear all minor alarms via remote access when possible, or by dispatching a technician during the maintenance period or during the next business day.

Make telephonic notification and receive subsequent authorization from the DLIS Staff Duty Officer (SDO) or the contracting Officer's Representative (COR) at the Hart-Dole Inouye Federal Center to perform critical and/or emergency maintenance outside the maintenance period unless the technician is on-site working on a trouble that occurred during the maintenance period.

b. Remedial/Repair Work

The Government will initiate a service called for repair, advising the Contractor what is believed to be the problem, if known. Should the repair be found to be a minor repair, and if parts/supplies are available, contractor shall have a maximum 24 hours turn-round time to complete the repair. Repair time shall not include weekends or holidays unless prior approval is obtained from the COR.

c. Repair Response Time

Contractor shall respond to service calls for repair service within 1 hour of receipt of telephonic notification. Response time shall not include holidays unless prior approval is obtained from the COR. After responding to a service call for repair, if the contractor determines the repair is a major repair, Contractor shall submit a cost breakdown and estimated time frame for repair, to COR for determination of feasibility of repair on that particular piece of equipment.

d. Acceptance/Correction/Warranty of Work

All work performed under this contract shall be subject to the acceptance of the CO, and if performance is found to be unsatisfactory and not in accordance with the requirements of this contract, the Contractor shall begin correcting unsatisfactory work not later than the first three (3) hours of the following regularly scheduled Government workdays and shall be completed within 24 hours, excluding time required to obtain parts. The COR will inform the CO in writing if correction is not acceptable, to initiate further action if needed. The Contractor shall guarantee that under normal use, the repair work performed will be free from defects for 90 days from the completion of the work and that the Contractor shall perform the work to correct any defect at no charge to the Government.

e. Safety Inspection

Safety Inspection shall be performed on all electronic equipment. The Contractor shall be required to physically inspect power, LAN and interface cables during a scheduled PM and replace said cabling if deemed necessary.

f. Clean Up of Premises

Upon completion of service, Contractor is required to clean up workspace removed and dispose of any parts or debris caused by service performed.

B.2.8 Transportation of NICE System/components

The Contractor shall provide qualified personnel and appropriate conveyance necessary to load, unload and transport the NICE system or related components, should it become necessary to repair equipment off-site. Contractor shall sign DA Form 2407, Maintenance Request, and acknowledging receipt of Government equipment for repair offsite. Upon receipt of equipment to the Government, the Contractor shall receive a copy of DA Form 2407 showing delivery of the equipment to the Government.

B.2.9 Part and Materials

Parts and Materials used by the Contractor in performance of this contract shall be new and conform to the original equipment, manufacturer's or re-manufacturer's specifications unless approved by the COR. Rebuilt assemblies may be used with prior approval of the COR when it is a standard industry practice and the rebuilt assembly or subassembly carries the same manufacturer's or re-manufacturer's warranty as a new assembly or subassembly. Any part removed is Government property and shall be returned upon request of the COR unless the replacement part is predicated upon an exchange basis with the part being replaced. Contractor shall provide all repair parts and supplies necessary for preventive maintenance and repair of requirement and will be reimbursed by the Government for actual cost, to include any material-handling fee.

B.2.10 Service Request

a. Authorization of Work Performed:

A service request shall be furnished to the COR/CORs (for authorized work performed and time expended) upon completion of each service call.

The service request will include, as a minimum:

- a. Date/time of service request
- b. Date/time of response (sign-in)
- c. Date/time of service completed
- d. Equipment, model number, serial number of the malfunctioning equipment
- e. Name of Government personnel requesting service

- f. Description of equipment or software malfunction
- g. Repair affected
- h. Equipment nomenclature, model number and serial number of replacement parts
- j. Cost of provided service.
- j. Name of 'servicing personnel'.

B.2.11 Applicable Technical Orders, Specifications, Regulations and Manuals:

a. Environmental Protection. In order to prevent and to provide for abatement and control of any environmental pollution arising from the services of the Contractor in performance of this contract, the Contractor shall comply with all applicable Federal, State and Local laws and regulations concerning environmental pollution control and abatement in effect on the date of this contract.

SECTION C
CLAUSES/PROVISIONS

C.0 This contract incorporates one or more clauses by reference, with the same force and affect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.dla.mil/j-3/I-336/icps.htm>, <http://farsite.hill.af.mil/http://www.arnet.gov/far/> or DRMS Local Clauses <http://w~w.drms.dla.mil/drmsp/clauses/drmscls.pdf>.

C.1 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (INCLUDED BY REFERENCE) FAR 52.212-4 (FEB 2002) (Note: Contract Electronic Funds transfer Customer Service at 1-800-342-0375 for the ACH Vendor! Miscellaneous Payment Enrollment Form (SF 3881) and/or for information).

C.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS FAR 52.212-5 (April 2003)

The following clauses under paragraph (b) apply:

- (1) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (2) 52.222-26, Equal Opportunity (E.O. 11246).
- (3) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (4) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (5) 52.222-37, Employment Reports on Specials Disabled Veterans, Veterans of the Vietnam Era~ and Other Eligible Veterans (38U.S.C.4212).
- (6) 52.232-33, Payment by Electronic Funds Transfer-Center Contractor Registration (31 U.S.C. 3332).

The following clause~ under paragraph (c) apply:

- (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-44, Fair Labor Standards Act and Service Contract Act— Price Adjustment (29 U.S.C. 351. et seq.).

C3 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS DOD FAR SUPPLEMENT (APR 2003)

The following clauses apply:

- (1) 252.225-7001, Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
- (2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- (3) 252.225-7012, Preference for Certain Domestic Commodities.

C.4 FACSIMILE BID FAR 52.214-31 (DEC 1989)

- (a) Request for Quote (RFQ) bids are authorized.
- (b) Submittal of an initial proposal by facsimile is acceptable. The DRMS-POB facsimile receiving data is as follows:

- (1) Datafax number: (616) 961-4474
- (2) Equipment make and model: PITNEY BOWE 9820

C.6 NOTICE OF TOTAL SMALL BUSINESS SET ASIDE FAR 52.2 19-6 (JUL 1996)

C.7 INVOICE AND PAYMENT SERVICES DRMS 52.232-9r03 (MAY 1996)

- (a) The contractor shall submit invoice for certification to:
Defense Logistics Information Service (DLIS)
ATTN: DLIS-J6B (Dave Hlatko)
HDI Federal Center, 74 N. Washington Ave.
Battle Creek, MI 49017-3092

NOTE: Submit service request (see B.2.10 (a.) of SOW) with invoices

(b) The Contractor shall be paid upon submission of a proper invoice for service performed and accepted. After invoice is certified by DLIS, forward invoice to Defense Reutilization and Marketing Service, A'ITN: Jean Haire(DRMS-WRF), Federal Center, 74 North Washington Ave.; Battle Creek, MI 49017 or fax to Jean Haire at (616) 961-4237. DRMS-WRF will fax invoice to DFAS for payment.

C.8 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS FAR 52.232-7 (MAR 2000)

Labor-Hour Contracts Alternate I Far 52.232-7 (MAR 2000)

C.9 DISPUTES FAR 52.233-1 (DEC 1998)

C.10 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION DRMS 52.233-9R02 (Apr 2000)

If you wish to opt out of this clause check here []

C.11 SITE VISIT FAR 52.237-1 (APR 1984)

C.12 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION FAR 52.237-2 (APR 1984)

C.13 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS FAR 52.243-3 (SEP 2000)

C.14 WARRANTY OF SERVICES FAR 52.246-20 (MAR 2001)

C.15 INSTRUCTION TO OFFERORS-COMMERCIAL ITEMS 52.212-1 (Oct 2000)

C.16 REQUIRED CENTRAL CONTRACTOR REGISTRATION DFAR 252.204-7004 (NOV 2001)

C.17 ALTERNATE PROTEST PROCEDURE DRMS 52.233-9r01 (Jan 1997)

Fill in is: DRMS-WC

C.18 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD 52.249-9000 (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$500 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

**SECTION D
DOCUMENTS, EXHIBITS, ATTACHMENTS**

D.1. LIST OF DOCUMENTS AND OTHER ATTACHMENTS DRMS 52.204-r01 (Jan 2000)

**SECTION E
PROVISIONS**

E.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS FAR 52.212-3 (Jan 2001) http://www.drrns.dla.millspecial/illins/52212..3_101.doc. Certification must be filled out.

E.2 SUBMISSION OF ACKNOWLEDGMENT OF RFQ AMENDMENTS AND OR FINAL PROPOSAL REVISIONS (RFQs) BY FACSIMILE DRMS 52.215-r09 (Jan 2000)

(a) Offerors may acknowledge the receipt of solicitation amendments by facsimile. Acknowledge of solicitation amendments must contain the required signatures.

(b) Offerors may submit RFQs by facsimile. RFQs must arrive at the place and time specified in the RFQ, and must contain the required signatures.

(c) Offerors are required to promptly submit the original of any signed document.

(d) The Government will not be responsible for any failure attributable to the transmission of facsimile documents. The Government will notify the offeror of any illegible facsimile copies received. The DRMS-POB facsimile receiving data is as follows:

(1) Datafax number: (269) 961-4474

(2) Equipment Make and Model: Pitney Bowes 9820

(e) Submission of an initial quote by facsimile is acceptable.

E3. REQUIRED CENTRAL CONTRACTOR REGISTRATION FAR 252.204-7004 (Mar 2000) AWARD WILL BE MADE ONLY TO FIRMS THAT ARE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE. TO REGISTER IN THE CCR GO INTO <http://www.ccr.gov> or by calling 1-888-227-2423.

E.4 NOTICE REGARDING REQ AND CONTRACT DRMS 52.204-9r02 (Dec 1995)

(a) Upon award, Section E will not be physically included in the resultant contract, in accordance with FAR 14.201(c) or FAR 15.406(b).

(b) An automated document system has been used to write this RFQ/contract. Each clause and provisions in the system have been assigned a number. Not all clauses and provisions in the system have been used in this RFQ/contract. Therefore, the numbering may not be consecutive.